ORDER FOR SUPPLIES OR SERVICES

1. CONTRACT/PURCH. ORDER/ AGREEMENT NO.	2. DELIVERY ORDER/ CALL NO.	3. DATE OF ORDER/CALL	4. REQ./ PURCH. REQUEST NO.	5. PRIORITY
W91QUZ-05-A-0014		2005 Apr 06		

6. ISSUED BY CODE W91QUZ

ARMY CONTRACTING AGENCY-ITEC4
2461 EISENHOWER AVE
ALEXANDRIA VA 22331-1700

7. ADMINISTERED BY CODE

SEE ITEM 6

8. DELIVERY FOB

☐ DEST
☒ OTHER

(See Schedule if other)

9. CONTRACTOR CODE 1T1G2   FACILITY

PROSIGHT INC.
DAVID SILVERMAN
9600 SW BARNES RD STE 300
PORTLAND OR 97225

10. DELIVER TO FOB POINT BY (Date)
SEE SCHEDULE

12. DISCOUNT TERMS
Net 30 Days

13. MAIL INVOICES TO THE ADDRESS IN BLOCK
See Item 15

11. MARK IF BUSINESS IS
☒ SMALL
☐ SMALL DISADVANTAGED
☐ WOMEN-OWNED

14. SHIP TO CODE

SEE SCHEDULE

15. PAYMENT WILL BE MADE BY CODE

MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.

16. TYPE OF ORDER	DELIVERY/ CALL		This delivery order/call is issued on another Govt. agency or in accordance with and subject to terms and conditions of above numbered contract.
	PURCHASE		Reference your quote dated Furnish the following on terms specified herein. REF:

ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.

NAME OF CONTRACTOR	SIGNATURE	TYPED NAME AND TITLE	DATE SIGNED (YYYYMMMDD)

☐ If this box is marked, supplier must sign Acceptance and return the following number of copies:

17. ACCOUNTING AND APPROPRIATION DATA/ LOCAL USE

18. ITEM NO.	19. SCHEDULE OF SUPPLIES/ SERVICES	20. QUANTITY ORDERED/ ACCEPTED*	21. UNIT	22. UNIT PRICE	23. AMOUNT
	SEE SCHEDULE				

If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.

24. UNITED STATES OF AMERICA
TEL: 703-325-4625
EMAIL: Ronald.Hyde@itec4.army.mil
BY: RONALD L. HYDE

Ronald L. Hyde
CONTRACTING / ORDERING OFFICER

25. TOTAL	
29. DIFFERENCES	

26. QUANTITY IN COLUMN 20 HAS BEEN

☐ INSPECTED   ☐ RECEIVED   ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED

DATE _____   SIGNATURE OF AUTHORIZED GOVT. REP. _____

27. SHIP NO.
☐ PARTIAL
☐ FINAL

28. DO VOUCHER NO.

31. PAYMENT
☐ COMPLETE
☐ PARTIAL
☐ FINAL

30. INITIALS

32. PAID BY

33. AMOUNT VERIFIED CORRECT FOR

36. I certify this account is correct and proper for payment.

DATE _____   SIGNATURE AND TITLE OF CERTIFYING OFFICER _____

34. CHECK NUMBER

35. BILL OF LADING NO.

37. RECEIVED AT	38. RECEIVED BY	39. DATE RECEIVED (YYYYMMMDD)	40. TOTAL CONTAINERS	41. S/R ACCOUNT NO.	42. S/R VOUCHER NO.

DD Form 1155, JAN 1998 (EG)   PREVIOUS EDITION MAY BE USED.

Section B - Supplies or Services and Prices

BPA Master Dollar Limit: $200,000,000.00
BPA Call Limit: $6,000,000.00

Period of Performance: 06-Apr-2005 to 19-Sep-2006

FSC Codes:
7030

Section C - Descriptions and Specifications

<u>BPA ENTERPRISE SOFTWARE AGREEM</u>

**Blanket Purchase Agreement
DoD Enterprise Software Agreement (ESA)**

In the spirit of the National Performance Review, the Department of Defense (DoD) and ProSight, Inc. enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Service Administration (GSA) Federal Supply Schedule Contract GS-35F-0605L.

Federal Supply Schedule Contract Blanket Purchase Agreements (BPA) reduce contracting and open market costs such as: search for sources, the development of technical documents, solicitations, and the evaluation of bids and offers.

This BPA will further decrease costs, reduce paperwork, and save time by eliminating the need for repetitive, individual purchases from the schedule contract. The end result is to create a purchasing mechanism for the Government that works better and costs less.

The Enterprise Software Initiative (ESI) is a joint DoD project to develop and implement a DoD enterprise process. This BPA is issued in the spirit of the policy and guidelines provided in the Defense Federal Acquisition Regulation Supplement (DFARS) Section 208.74.

Attachments to this agreement are:

   a. Attachment A - Product and Price List
   b. Attachment B - reserved
   c. Attachment C - Report of Sales Format
   d. Attachment D - Fees and Payments

A. TERMS AND CONDITIONS

1. Pursuant to General Services Administration (GSA) Federal Supply Services (FSS) Contract Number GS-35F-0605L, ProSight Inc. agrees to the following terms of a Blanket Purchase Agreement (BPA) with the ACA Information Technology, E-Commerce and Commercial Contracting Center (ITEC4).   All orders placed against this BPA are subject to the terms and conditions of the FSS Contract. The items on this BPA are set forth in Attachment A. License terms and conditions applicable to products acquired under this BPA are defined in the ProSight Inc. License Agreement included as Attachment B. The Order of Precedence for resolving any inconsistency between the Commercial License and the GSA contract terms shall be as specified in the GSA contract's Commercial Item clause, FAR 52.212-4, and the provisions of FAR 52.212-4 specified in FAR 12.302, as required by Federal law, shall prevail over any terms of the commercial license.

2. **Extent of Obligation.**   The Government is obligated only to the extent of authorized purchases actually made under this BPA.

3. **Funds Obligation.** The BPA does not obligate any funds. Funds will be obligated on each delivery order.

4. **BPA Term.** The BPA expires five (5) years after award. This expiration is contingent upon the Contractor maintaining or renewing a GSA FSS Schedule. The BPA will be reviewed annually to ensure that it still represents a "best value".

5. **Pricing Terms.**   Attachment A provides unit prices as explained below. Software prices identified in Attachment A shall not escalate and is not subject to upward adjustment during the term of the BPA. Spot discounting is encouraged. Professional Services rates in Attachment A shall not escalate for a period of two years. Thereafter, the prices may increase consistent with changes in the GSA schedule rates. The prices will be reviewed annually, or as required to determine whether a reduction is appropriate in accordance with the price reduction provisions of the agreement. A 2.0% Acquisition, Contracting, and Technical (ACT) Fee shall be included in the prices. The contractor shall be responsible for the payment of all fees that are included in the product pricing (i.e. GSA, ACT), as calculated on the customer orders, in accordance with Attachment D.

6.   **Discount Terms and Conditions.** All Software and Implementation Services List Price on this BPA are discounted by at least three (3) percent from ProSight Inc.'s GSA Contract #GS-35F-0605L.

6.1 **Software**. Software orders placed against this BPA shall be discounted in accordance with the discount schedules in Attachment A.   Discounts for software are based upon size of each unique transaction ("Software Transaction Discount") and upon the accumulated discounted software sales for the prior year period ("Software Accumulation Discount".)

6.1.1 **Converting Limited Named Users to Full Use Named Users**. Purchasers with previously licensed Limited Named Users may convert these existing Limited Named Users to Full Use Named Users in accordance with the following formula: Purchasers must convert 100% of all Limited Named Users and shall pay fifty percent of the DOD/ESI List price for Full Use Named Users as specified in Attachment A of this BPA. These additional license charges in conjunction with conversions shall be considered license purchases and included in the calculation of total DoD sales for the purposes of determining the Accumulation Discount

    6.1.2 **Software Products Excluded from BPA Discounting**. ProSight may from time to time add Software products for offer under SIN 132-33 of the ProSight GSA Contract that, due to third party pricing limitations, are not subject to the Transaction and Accumulation Discount published in Attachment A. Such excluded products shall be offered at the standard GSA Contract discounts only, however, the net purchase price of such excluded products shall be included in the computation of the cumulative software purchases for the purposes of establishing the BPA Accumulation Discount.

    6.1.3 **Discounting Not Retroactive**. The BPA discounting in this Section 6 and Attachment A, will not apply to any purchase orders made prior to the effective date of this BPA.

    6.1.4 **Software License Transfer Rights**. Provided the Licenses are fully paid and maintenance payments are current, ProSight, Inc. will allow the transfer, at no additional charge,

Full Use Named User Licenses ordered under this BPA among agencies within DoD provided the necessary documents between ProSight and transferee are executed. In the case of all transfers, the receiving entity must still meet the Minimum Order Requirement under Section 6.1.5, and in no case may their total Full Use Named Users acquired though a transfer exceed the number of Full Use Named Users acquired directly from ProSight under this BPA. For all transferred Full Use Named Users, the pro-rata associated Maintenance must also be transferred. The foregoing right to transfer also applies within Federal civilian agencies. In no case, may Licenses be transferred between DoD and Federal civilian agencies.

   6.1.5 **Minimum Order Requirement**. The minimum order for Software orders placed under this BPA shall be no less that 250 Full Use Named Users. Organizations with at least 250 Full Use Named User licenses existing may order other line items without meeting the minimum requirements for User licenses. Any exceptions to this Requirement will be negotiated on a case-by-case basis as specified in Section 8.2

6.2 **Implementation Services**. Implementation Services orders placed against this BPA shall be discounted in accordance with the discount schedules in Attachment A Discounts for Implementation Services are based upon the size of each unique transaction ("Services Transaction Discount".)

6.3 **Maintenance Services**. Annual Maintenance Fees for Software orders place under this BPA will be computed by applying the Maintenance Services fee in Attachment A to the net license fee after the BPA, Transaction and Accumulation Discount. First Year (12 Months) Maintenance must be purchased in conjunction with all software purchases. For any additional purchases of ProSight software (i.e. adding a named user to a previously licensed product or adding additional products,) the maintenance fees shall be proportional to the rates for support in effect at the time of addition shall be applied. ProSight shall prorate support fees charged pursuant to this Section to be coterminous with the number of days remaining in the then-current payment term for the original Software rights of use.

   6.3.1 **Expired Maintenance**: Any Federal Agency that would otherwise be eligible to purchase Software under this BPA, whose Software Maintenance has expired in the three months prior to execution of this BPA, may renew their Software Maintenance under this BPA, provided all "back" Maintenance is paid as well.

6.3.2 Renewal Maintenance. Any Federal Agency that would otherwise be eligible to purchase Software under this BPA, whose Software Maintenance expires in the first twelve months of the term of this BPA, may renew their Maintenance under this BPA .

7. **Out-Year Prices.** Discounts for Out Year Prices are specified in Attachment A.

8. **Price Reduction.**

8.1 **Most Favored Customer Prices.** The prices under this BPA shall be at least as low as the prices that ProSight Inc. has under any other contract instrument under like terms and conditions. If at any time the prices under any other contract instrument become lower than the prices in this BPA, this BPA will be modified to include the lower prices.

8.2 **Voluntary Price Reductions and Special Offers.** ProSight can voluntarily reduce prices and labor rates at anytime by giving 24-hour advance notice (via FAX or e-mail) to the BPA Contracting Officer and the Army Small Computer Program). In addition, authorized BPA users may negotiate special discounts for specific orders with ProSight.

9. **License Agreement.**

Notwithstanding any provision to the contrary, licenses are transferable within the authorized users as stated in paragraph 6.1.4. Unless otherwise specified in this agreement, Software licenses purchased under this BPA are non-exclusive, non-transferable and perpetual and subject to the licensing provisions and the terms of the GSA Contract.   Any delivery order issued hereunder will serve as proof of purchase. Upon validation and receipt of software, customers will be provided an electronic version of the license agreement.

9.1 **Functionality Replacement and Extended Support**. If the form, fit, or functionality contained in any licensed products acquired hereunder is substantially reduced or if the product is replaced, and/or (the contractor), provides this same or substantially similar functionality as a separate or renamed product, then the DoD is entitled to license such software at no additional licenses or maintenance fees. However, throughout the term of this agreement, the contractor will provide support services for a period of one year.

9.2 **Rights of Survivorship of the Agreement.** This Agreement shall survive unto ProSight Inc, its Successor, rights and assigns. The software and agreement terms and conditions as covered under this agreement shall survive this agreement notwithstanding the acquisition or merger of ProSight Inc by or with another entity. Any software name changes, re-packing or merger of similar products that carry forward the same or similar function of the software shall be supported with updates, upgrades and new releases under this agreement at no additional cost.

9.3 **Audits**. During the term of this Agreement and not more than twice per calendar year, Licensor may request from an Agency written certification signed by an individual with the ability to bind certifying that the Agency is in compliance with the licensed Software counts of the Agency. Licensor will provide a utility as part of the request, which the Agency will use to generate the list of Software Use.   The Agency will attach the Software list to the signed certification. Any information contained in such records is considered confidential information of Agency and shall be protected by Licensor.

Licensee may permit ProSight Inc. to have access to Licensee records and computer systems and the right to audit such systems to insure software use is in accordance with its license terms. All vendor personnel must have appropriate security clearances to gain access to Licensee site or data.

10. **Media.**   This software is currently available on hard copy media. For all initial purchases Software will be shipped and an email confirmation shall be sent to user upon receipt of a valid Credit Card or Purchase Order. Included in the shipment shall be all necessary License Keys. ProSight shall select a carrier, but shall not assume any liability in connection with the shipment. If, however, the Software is lost or damaged in transit, ProSight Inc. will replace the Software at no additional charge. For all subsequent purchases (after the initial purchase), end-users will be sent an email confirmation with their new License Key

11. **Support and Maintenance.**

11.1. **Support.** Software fees do not include installation or implementation services. Purchaser will pay ProSight for such services in the amounts agreed upon between ProSight and Purchaser pursuant to the ProSight Professional Services Fees outlined in Section 12 and an agreed to Task Order/Statement of Work.

11.2. **Maintenance.** Further details for Maintenance Services are identified in Attachment B

12. **Professional Services.** Further details for Professional Services are identified in Attachment B

13. **On-Site Training.** All Training provided by ProSight shall be organization specific and based upon a mutually agreed upon Statement of Work and in accordance with the pricing established in Attachment A.

14. **Technology Improvement.** The Government may solicit and the BPA holder is encouraged to propose independently, technology improvements to the BPA. Proposals shall be submitted by the BPA holder and include a description of the products and/or services, an electronic copy of the pricing tables, technical literature that describes the products and/or services, and evidence of inclusion on GSA schedule. Discounts shall be at the same or greater discount level as the original BPA product prices. Improvement of product includes new releases, updates, upgrades including additional features and functionality, and successor or upgrade products.

15. **Substitution and Technology Refreshment.** If at any time during the life of this BPA, the original manufacturer of the equipment (includes software, hardware and firmware) schedules the products for discontinuation,substitutionand/or replacement, the BPA holder shall provide a proposal to include the new or revised products on the BPA under the appropriate line items. Proposed prices for new or revised products shall be constructed in accordance with paragraph 8 of this BPA for most favored prices. Discounts shall be at the same or greater discount level as the original BPA product prices. Proposals shall be submitted to the Contracting Officer within seven (7) days of the BPA holder's awareness of the OEM's intent.

B. AUTHORIZED USERS AND POINTS OF CONTACT

1. **Authorized Users.** This has been designated as a DoD ESI and GSA SmartBUY Contract and is open for ordering by all United States Federal Agencies, Department of Defense (DoD) Components, and authorized contractors.) This BPA is also open to DoD Contractors authorized to order in accordance with the FAR Part 51.

2. **BPA Points of Contact:**

a. **Contracting Office:**

Procuring Contracting Officer (PCO):
(Information Technology, E-Commerce and
Commercial Contracting Center (ITEC4))
Attn: SFCA-IT-A
2461 Eisenhower Avenue
Alexandria, VA 223331-1700
PCO: Ronald L. Hyde

Phone: 703 325-4625

FAX 703 428-9842

Email: Ronald.Hyde@us.army.mil

b. **Software Product Manager (SPM):**

Software Product Manager (SPM):
PEO EIS
Assistant Project Manager, ASCP
Squier Hall, Building 283
Fort Monmouth, NJ 07703
POC:
SPM: David Bahary
Phone: (732) 532-7123
Fax: (732) 532-5185
Email: david.Bahary@us.army.mil

c. **Customer Point of Contact:**   (To be specified on each order.)

C. ORDERING

1. DFARS Section 208.74 directs DoD software buyers and requiring officials to check the DoD ESI website for DoD inventory or an ESA before using another method of acquisition.   These steps for the buyer are summarized from the DFARS:

a. Check the Enterprise Agreement Summary Table to determine if software rights or maintenance have already been purchased and are available from DoD inventory. If they are available, purchase the designated software from DoD inventory and reimburse the SPM.

b. If the required software rights or maintenance are not available from inventory or from an ESA, you may use an alternate method of acquisition, subject to laws and policy.

c. If the required software rights or maintenance are not available from inventory but are available from an ESA, you must follow the procedure in the DFARS Section 208.74.

d. If you must obtain the software or software maintenance outside the DoD ESA, you may seek a waiver from a management official designated by your DoD Component.

This BPA will be posted to the Army Small Computer Program website at: https://ascp.monmouth.army.mil/scp/index.jsp   This BPA will be posted to the DoD ESI website as part of the ESI program. The web site can be viewed at http://www.don-imit.navy.mil/esi.

2. **Delivery Orders.** The scope of this effort is worldwide. Delivery requirements and administration will be stipulated on Delivery Orders. (*See examples below*)

> **Notice to Ordering Offices:** When ordering services, ordering offices are responsible for compliance with GSA's Ordering Procedures for Services and DFARS 208.404-70.

Example 1: Ordering via this BPA is decentralized. Orders are prepared by a Government Ordering Officer (a duly warranted Contracting Officer whose warrant authorizes purchases from the GSA Schedule), in accordance with the terms and conditions of this BPA and the GSA Schedule. Orders may be placed by EDI, credit card, facsimile, on an authorized form such as a Standard Form (SF) 1449 or Department of Defense (DD) Form 1155, or by logging on to the ProSight purchasing page at the *Army Small Computer Program web site* https://ascp.monmouth.army.mil/scp/index.jsp

> c. *Example 2:* Ordering instructions may be found at https://ascp.monmouth.army.mil/scp/index.jsp (O**)**

3. **Users' Ordering Guide.** The Contractor shall develop a Users' Ordering Guide in coordination with the Government that will be posted to the Contractor web site and various Government sites. The Ordering Guide shall be submitted to the SPM and PCO within thirty (30) days of BPA issuance and made available on the Contractor's home page upon written approval. This guide shall be continuously updated as required. The guide shall contain all information necessary for geographically dispersed activities to place orders, including, as a minimum:

   a. URL where a complete list of products available, with appropriate contract line item numbers
 (CLINs) and associated prices can be found
   b. Government and Contractor Points of Contact
   c. Description of the ordering process
   d. Program Terms and Conditions
   e. License Terms and Conditions
   f. Information necessary to complete a DD350 (such as CAGE, DUNS, TIN, Business Size, etc.)
   g. Range of discounts
   h. Links to DoD ESI and the Government web sites

4. **E-Commerce Site.**   It is the intention of the Government to use existing and future capability of the DoD Standard Procurement System, Electronic Data Interchange (EDI) capability, Government procurement card, and vendor electronic ordering capability to create a paper-less

ordering, invoicing and payment process. During the term of the BPA, the Contractor shall participate to achieve this objective.

On-line ordering can also be accomplished at
https://ascp.monmouth.army.mil/scp/index.jsp

This BPA may also be loaded into the electronic catalog systems of other DoD agencies.

5. **Delivery Schedule.** At the Purchaser's discretion, ProSight shall make available the current version of software via electronic download within one day of receipt of order or shall ship the software within one day of receipt of order pursuant to Section A.10.

6. **Delivery Notice.** Unless otherwise agreed to, all deliveries ordered under this BPA must be accompanied by a delivery notice, ticket or sales slips that must contain at a minimum the following information:

  a. Name of Contractor
  b. GSA Contract Number
  c. BPA Number
  d. Product Description/Model numbers
  e. Delivery order number
  f. Date of purchase
  g. Quantity, unit price and extension of each item (unit prices need not be shown when incompatible
with the use of automated systems; provided that the invoice is itemized to show the information)
  h. Date of shipment

7. **Suspension.** There may be occasions where the Government may suspend ordering (by CLIN up to and including the entire BPA.) If a suspension is announced, the Contractor shall adhere to this suspension by not accepting/processing delivery orders for the suspended item(s).

D. INVOICING AND PAYMENT

1. **Invoicing.** The requirements of a proper invoice are as specified below as required by FAR 52.212-4 in the Federal Supply Schedule contract. Full text of this clause can be found on the web at URL: http://farsite.hill.af.mil/. The contractor shall submit an original invoice and three copies (*or electronic invoice, if authorized*), to the address specified on the delivery orders issued against the BPA. An invoice must include:

  a. Name and address of the Contractor
  b. Invoice date
  c. Contract number, contract line item number and, if applicable, the order number
  d. Description, quantity, unit of measure, unit price and extended price of the items delivered
  e. Shipping number and date of shipment, including the bill of lading number and weight of shipment if
shipped on Government bill of lading
  f. Terms of any prompt payment discount offered

g. Name and address of official to whom payment is to be sent
h. Name, title, and phone number of the person to be notified in event of defective invoice

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125. Prompt Payment Contractors are encouraged to assign an identification number to each invoice.

2. **Fast Payment Procedure.**   The provisions of FAR 52.213-1 FAST PAYMENT PROCEDURE (*FEB 1998*) are incorporated in this BPA by reference and pertain to Credit Card purchases or other applicable order deliveries. Fast Payment procedures may be used when the conditions of FAR 13.402 are met and the delivery order authorizes Fast Payment. Full text of this clause can be found on the web at URL: http://farsite.hill.af.mil/.

3. **Precedence.** The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of the BPA and the Contractor's invoice, the provisions of the BPA will take precedence.

4. Fees and Payments

4.1   **GSA Industrial Funding Fee.** The unit prices include a markup to account for the GSA fee. The contractor shall be responsible for all required filings to GSA and for payment of this fee in accordance with applicable GSA instructions.

4.2.   **Acquisition, Contracting, and Technical (ACT) Fee.** The cost of awarding, administering and managing this BPA is included in the prices charged to ordering activities. The ACT fee is 2%. Remittance of the ACT fee shall be made on a calendar quarterly basis (i.e. January – March, April – June, July – September, and October – December) or as otherwise requested by the Software Product Manager (SPM) and is due thirty (30) days following approval of the report for the completed reporting period but in no case shall the ACT fees for a specific transaction be due any earlier than thirty (30) days after receipt of payment by ProSight from the purchaser for the Software, Software Maintenance or Installation Services to which the ACT Fee relates. ACT fees that have not been paid within the prescribed period, shall be considered a debt to the United States Government under the terms of FAR 32.6. The Government may exercise all its rights under the contract, including withholding or setting off payments and interest on the debt (see contract FAR clause 52.232-17, interest). Failure of the Contractor to pay the ACT Fee in a timely manner may result in termination of the BPA.

4.3 [RESERVED]

4.4   The Air Force, Army, DISA, Navy and GSA (for SmartBUY Federal government Civilian Agency orders) are participating in an ACT fee-sharing program. For orders within DoD, the 2% ACT fee is split equally between the DoD Component whose customer places the order and the Component that manages the contract. The Contractor shall collect the 2% ACT fee and distribute in accordance with the following procedures. ACT fee sharing shall be determined by the End User Agency or Service identified in the monthly Report of Sales. This field shall be notated Air Force, Army, DISA, Navy, DoD or Non-DoD as appropriate. In the case of SmartBUY orders (Federal Government Civilian Agencies) non-DoD orders and non DoD support contractor orders, excluding the Intelligence Community and non Coast Guard orders or support vendors to same, the 2% ACT fee is split equally between the Agency that manages the contract and GSA SmartBUY Program Management Office.)

4.4.1 **ALL SALES:**

The 2% ACT fee is split equally between the DoD Component whose customer places the order and the DoD Component that manages the ESI agreement. In other words, any Air Force order against an ESI agreement managed by the Army results in a 1% portion of the 2% fee being returned to the Air Force acquisition organization (listed under Air Force Sales). The Army will retain the entire 2% fee under orders issued for Army activities or those activities that do not collect a fee under the ESI agreements managed by the Army. The contractor is responsible for distributing the ACT fee to all applicable Services in accordance with the instructions herein. The amount of ACT Fee due the FMO shall be calculated at 1% for Army sales, 1% for Air Force sales, 1% for DISA sales and 2% for all other sales. For SmartBUY agreements, GSA would receive a 1% ACT fee of non-DoD sales.

4.4.2. **ARMY SALES:**

The amount of ACT Fee due the Program Executive Office (PEO) Enterprise Information Systems (EIS) shall be calculated at 1% of all Army sales.

Remit ACT Fee to PEO EIS by corporate or cashier's check made payable to "Treasurer of the United States" notated with the following information:
BPA : W91QUZ-05-A-0014
SCP Fee Reimbursement

***Checks must be accompanied by a transmittal letter (sample enclosed) to ensure proper crediting of the payment.

Send check and transmittal letter to:
Program Executive Office (PEO) Enterprise Information Systems (EIS)
Assistant Program Manager (APM), Army Small Computer Program
Attn: SFAE-PS-EI-SCP (Attn: Financial Support Group)
Fort Monmouth, NJ 07703-5605

Email a copy of the check and letter to: AMSEL-dsa-scp-CR@mail1.monmouth.army.mil

4.4.3 NAVY SALES:

Remit ACT Fee to the Financial Management Office (FMO) by corporate or cashier's check made payable to "Treasurer of the United States". No transmittal letter is required with submission of Navy fee checks.

Checks must include the following information to ensure proper crediting of the payment:
BPA :W91QUZ-05-A-0014
DoD ProSight Inc Enterprise Software Agreement or GSA SmartBUY Agreement, as appropriate
ACT Fee

If using overnight or express mail, send check to: If using regular mail, send check to:
SPAWAR Systems Center Charleston   SPAWARSYSCEN Charleston
Attn: Elizabeth Vonasek   Attn: Elizabeth Vonasek

Norfolk Office   Norfolk Office
Code 846.2, Bldg. V53   Code 846.2, Bldg V53
9456 Fourth Avenue   P.O. Box 1376
Norfolk, VA 23511-2130   Norfolk, VA 23501-1376

4.4.4. AIR FORCE SALES:

The amount of ACT Fee due DFAS Pensacola shall be calculated at 1% of all Air Force sales.

Remit ACT Fee to DFAS Pensacola by corporate or cashier's check made payable to
"Treasurer of the United States" notated with the following information:
BPA W91QUZ-05-A-0014
ESI-SW Fee Sharing

***Checks must be accompanied by a transmittal letter (sample enclosed) that cites the
applicable accounting data to ensure proper crediting of the payment.

Send check and transmittal letter to: Email, fax or mail a copy of the check & letter to:
DFAS OPLOC/PE   HQ OSSG/KAU
Building 603-2, Code FDA-SSG   Financial Management
130 West Avenue, Suite A   501 East Moore Drive
Pensacola, FL 32508-5120   MAFB-Gunter Annex, AL 36114-3014
                                            FAX: (334) 416- 1351
                                            Email: Karen.molloy@gunter.af.mil

4.4. 5 DISA SALES

The amount of ACT Fee due DFAS Indianapolis shall be calculated at 1% of all DISA sales.

Remit ACT Fee to DFAS Pensacola by corporate or cashier's check made payable to
"Treasurer of the United States" notated with the following information:
BPA: W91QUZ-05-A-0014
ESI-SW Fee Sharing

***Checks must be accompanied by a transmittal letter (sample enclosed) that cites the
applicable accounting data to ensure proper crediting of the payment.

Send check and transmittal letter to:
DFAS/ADOFA/COIN
8899 E. 56th Street
Indianapolis, IN 46249-1500

Mail a copy of the check and transmittal letter to: Or send via FAX or email to:
Defense Information Systems Agency   FAX #: (703) 681-2785
Attn: Vera Thompson, Code SI25   Email: vera.thompson@disa,.mil
5600 Columbia Pike, Suite 962
Falls Church, VA 22041-2717

4.4.6 **GSA SALES**

The amount of ACT Fee due GSA shall be calculated at 1% of all Civilian agency sales.

Remit ACT Fee by corporate or cashier's check made payable to "Treasurer of the United States" notated with the following information:
BPA: W91QUZ-05-A-0014
ESI-SW Fee Sharing

***Checks must be accompanied by a transmittal letter (sample enclosed) that cites the applicable accounting data to ensure proper crediting of the payment.

Send check and transmittal letter to:

GSA
P. O. Box 880908
Dallas, TX 75388-0908

Mail a copy of the check and transmittal letter to:
GSA
Attn: Pebble Randolph
SmartBUY Program Management Office
10304 Eaton Place
Fairfax, VA 22310

> **The SIN classification that is required in the GSA Quarterly Financial Ordering Status Report for GSA SmartBUYs can be obtained at the following website:**
>
> **http://www.osha.gov/pls/imis/sicsearch.html**

E. BPA MANAGEMENT AND OVERSIGHT

1. The Contractor must provide centralized administration, in the form of a Program Manager, in support of all work performed under this BPA.   The Program Manager, at a minimum, is required to participate in periodic program management reviews (which may require travel to a Government named site). Additional functions would include customer service, periodic program management reviews, invoicing, payment and submission of monthly and quarterly reports.

2. **Report of Sales.** Consistent with Clause C.22 of the GSA Schedule, a Report of Sales as described herein shall accompany the remittance of the ACT Fees to enable verification of the fee amounts rendered. Submission of the Report of Sales shall be submitted to the SPM and the PCO in electronic format within fifteen (15) days following the completion of the monthly reporting period, or as otherwise requested by the SPM. The report shall be submitted in the standard format shown in Attachment C. Negative reports are required. The SPM or PCO shall

provide written approval of each report. At the end of each calendar quarter, the written approval provided to the contractor will be accompanied by a request to remit ACT fees. The SPM or PCO will provide copies of the Report of Sales on a quarterly basis to the DoD Components participating in fee sharing. If the BPA contains services, current ACT fee paid by Delivery Order and total ACT fees paid will be included in the report.

3. **Universal Standard Products and Services Code**. The Universal Standard Products and Services Code (UNSPSC) is a required field of the Report of Sales found in Attachment C. The UNSPSC code permits software asset management through a standard coding structure. The UNSPSC is a coding system used to classify both products and services for use throughout the global marketplace. The management and development of the UNSPSC Code is coordinated by ECCMA, the Electronic Commerce Code Management Association. The current version consists of more than 16,000 terms and is available free as a download at http://www.unspsc.org.

4. **Records.** The Contractor shall maintain archival copies of all orders for the life of the BPA. Copies shall be made available to the Government upon request.

5. **Army Information Technology Conference.** ProSight Inc. will attend the Army Information Technology Conference (AITC) during the existence of this BPA.

6. **Sales Leakage**. The goals of the ESI Program can only be realized through cooperation between the Government and the Contractor to direct appropriate sales through the ESI vehicles. The Contractor shall ensure that all sales personnel are aware of the ESI Program and enforce the policy that this BPA is the preferred procurement vehicle for the products within. The Contractor shall also establish a process to regularly audit sales to Government buyers, determine where sales outside the ESI vehicle are occurring, and take appropriate action to direct further sales through the ESI vehicle. Results of these audits will be presented as an agenda item during PMRs.

7. **Marketing.** The Contractor shall dedicate reasonable resources to this effort and work to market and advertise this agreement. Desired actions include: advertising resultant vehicles on the contractor's Internet site and advertising the agreement at relevant trade shows, participation in DoD Component sponsored events and news media geared to Government/DoD IT people.

8. **Virtual IT Marketplace**. ESI and GSA have partnered to create the Virtual IT Marketplace (VITM). The VITM interfaces with GSA Advantage and provides ESI agreement product information to the DoD customer. The Contractor shall follow GSA procedures for electronic loading of ESI contract information to the VITM and will be responsible to ensure that the VITM data is maintained in a current status. The VITM may be accessed at www.VITM.gov.

9. **Enterprise Integration Toolkit.** The Enterprise Integration Toolkit is a program developed by the Assistant Deputy Under Secretary of Defense (L&MR) Logistics Systems Management (LSM) to assist DoD Program Managers, Contracting Officers and members of the Integrated Project Team (IPT) in the acquisition and implementation of Commercial Off The Shelf (COTS) Business Systems software.

The Toolkit provides guidance, processes and tools to define program needs and determine how to best meet these needs through an external acquisition via a three-tiered Roadmap to guide the entire life-cycle from problem definition to solution roll-out. It provides a collection of best practice tools adopted from the commercial industry, and includes more than 100 best practice templates, guides, checklists, and samples.

Because the Toolkit is not vendor specific and may be applied across a variety of COTS software package implementations, including this BPA, the Contractor, shall be familiar with the Toolkit and include as part of the Marketing effort required above, a description of the Toolkit for their customers, and a link to the Enterprise Toolkit web site at: http://deskbook.dau.mil/software/gen/home.html.

F. Standards.

1. **YEAR 2000 Compliance.** All products provided under this BPA shall be Y2K compliant as defined in FAR 39.002.

2. **JTA Compliance.** All products offered shall comply with the appropriate Publicly Available Standards (PAS) (e.g., TIA, EIA, ANSI, IEEE, ISO) and the applicable DoD information technology standards contained in the Joint Technical Architecture (JTA).   More information on this standard can be found at http://jta.disa.mil.

3. **Section 508 of the Rehabilitation Act Compliance.** All products provided under this BPA must meet the applicable accessibility standards at 36 CFR Part 1194 as required by FAR Case 1999-607. General information and compliance information regarding the Section 508 Act can be found at the web site www.section508.gov For each order, upon request, ProSight will provide documentation on complioace with Section 508.
4. Applicable Standards
52.204-2 -- Security Requirements (Aug. 1996)

252.201-7000 -- Contracting Officers Representative (Dec 1991)

252.204-7000 -- Disclosure of Information (Dec 1991)

252.204-7004 -- Required Central Contractor Registration (Mar 2000)

252.209-7004 -- Subcontracting with Firms That Are Owned or Controlled by
                         the Government of a Terrorist Country (Mar 1998)

252.227-7015 -- Technical Data -- Commercial Items (Nov 1995)

252.227-7037 -- Validation of Restrictive Markings on Technical Data (Sep
                         1999)

252.246-7000 -- Material Inspection and Receiving Report (Dec 1991)

ATTACHMENT A

Attachment A; Product and Price List

SIN 132-33 SOFTWARE

Part Number	Product Category	Product Description	GSA Price	ESI Price with Funding Fee
PRST-USR	ProSight Portfolios Full Named User License	ProSight User Licenses (price per user)	$873.08	$846.35
PRST-SVR	ProSight Portfolios Server License	ProSight Portfolios Server Licenses - Initial Server	$41,800.00	$40,520.41
PRST-SVR-ADD	ProSight Portfolios ADDITIONAL Server License	ProSight Portfolios Server Licenses - EACH ADDITIONAL Server	$8,800.00	$8,530.61
PRST-OPT-5	ProSight Portfolios Optimize	ProSight Portfolios Optimize - OPTIMIZE 5 User Pack	$17,940.00	$17,390.82
PRST-OPT-ADD	ProSight Portfolios Optimize	ProSight Portfolios Optimize - OPTIMIZE Add-on User	$3,588.00	$3,478.16
PRST-BRIDGE	ProSight Portfolios MS Project Bridge	ProSight Portfolios MS Project Server 2003 Bridge - One MS Project Server Connected	$11,960.00	$11,593.88
PRST-BRIDGE-2	ProSight Portfolios Bridge for MS Project Server 2003	ProSight Portfolios Bridge for MS Project Server 2003 - Two or more MS Project Servers Connected	$23,920.00	$23,187.76
PRST-PRM-500	ProSight Resource Manager (PRM)	ProSight Resource Manager (PRM) - 500+ Licenses - price per license	$113.63	$110.15
	FAST TRACK SOLUTIONS			
PRST-FTRK-PPM-1000	ProSight Portfolios Fast Track	ProSight Portfolios Fast Track Project Portfolio Management (PPM) with 501+ Users	$44,460.00	$43,098.98
PRST-FTRK-AR-1000	ProSight Portfolios Fast Track	ProSight Portfolios Fast Track for Application Rationalization (AR) with 501+ Users	$44,460.00	$43,098.98
PRST-FTRK-CB07-76	ProSight Fast Track for CPIC Budgeting BY 2007 (FT CB)	ProSight Fast Track for CPIC Budgeting BY 2007 (FT CB) - 76+ Total Seats	$97,020.00	$94,050.00
PRST-FTRK-FPC07-76	ProSight Fast Track for FISMA and Privacy Compliance BY 2007 (FT CB)	ProSight Fast Track for FISMA and Privacy Compliance BY 2007 (FT CB) - 76+ Total Seats	$97,020.00	$94,050.00

Notes:
1. The minimum number of Full Named Users purchased for any transaction is 250.
2. Organizations with at least 250 Full Use Named User licenses existing may order other line items without meeting the minimum requirements for User licenses.
3. Purchase of ProSight Fast Track for CPIC Budgeting requires a minimum purchase of 100 hours of ProSight Implementation Services for installation and configuration quality assurance.
4. Purchase of ProSight Fast Track for FISMA and Privacy Compliance requires a minimum purchase of 100 hours of ProSight Implementation Services for installation and configuration quality assurance.

	Software Transaction Discount	
	Software (only) Value	Discount Off of The Current ESI BPA Schedule for Software
A	$ 1,000	0.0%
B	$ 750,000	5.0%
C	$ 1,500,000	10.0%
D	$ 2,500,000	15.0%
E	$ 4,000,000	20.0%
F	$ 7,500,000	25.0%
G	$ 10,000,000	30.0%

1. The Software Transaction Discount will be applied to the total Software ESI Price (with Funding Fee) of licenses purchased under a single Order. It is not cumulative over time.
2. Only the Software portion of an order shall be used to determine the Software Transaction Discount.
3. The Software Transaction Discount will only apply to the Software portion of an order.
4. In order to reach the Discount Levels specified, the minimum Software Value must be achieved for that level.
5. The Software Transaction Discount earned on a specific transaction/order will not apply to any previous or future transactions/orders. The Software Transaction Discount is order specific.

	Software Accumulation Discount	
	Total Amount in Previous Year	Based On Actual Contract Value
A	$ 1,000	0%
B	$ 750,000	0%
C	$ 1,500,000	2%
D	$ 2,500,000	3%
E	$ 4,000,000	4%
F	$ 7,500,000	5%
G	$ 10,000,000	6%

1. A Software Accumulation Discount will be applied to the total Software ESI Price (with Funding Fee) of licenses purchased under a single Order.
2. The Accumulation Discount is based upon the cumulative DoD sales over a one year Accumulation Period as calculated against net discounted software purchases.
3. The Accumulation Period is based on the previous 12-month period with the initial period commencing upon execution of the Agreement running through March 31, 2006. Each April 1, thereafter, the Accumulation Discount will be reset based upon cumulative sales from the preceding 12-month period.
4. ProSight agrees to provide an Accumulation Discount of 5% for all Software sales between contract execution and April 15, 2005.
5. Provided DoD purchases at least $2,900,000 of Software prior to April 30, 2005, the DoD shall receive a Software Accumulation Discount of 3% for the period between May 1, 2005 and March 31, 2006.

CALCULATING DISCOUNTS
Step 1: Calculate purchase price based upon the DoD/ESI Price List.
Step 2: Determine the Transaction Discount, if any.
Step 3: Determine the Accumulation Discount (only applies to Software), if any.

Step 4: Add the Transaction Discount and the Accumulation Discount.
Step 5: Multiply the purchase price from Step 1 by 1 minus the discount from Step 4.
DoD/ESI List Purchase Price * [1-(Transaction Discount + Accumulation Discount)] = Final Purchase Price

SIN 132-34 SOFTWARE MAINTENANCE AND INSTALLATION SERVICES

Part Number	Product Category	Product Description	GSA Price	ESI Price with Funding Fee
PRST-MNTC	ProSight Maintenance	ProSight Portfolios Annual Maintenance	18% of Total License Fees	18% of Total License Fees
PRST-EN-DIR	ProSight Installation& Support	ProSight Engagement Director Hourly Rate	$219.00	$212.30
PRST-EN-MGR	ProSight Installation& Support	ProSight Engagement Manager Hourly Rate	$209.00	$202.60
PRST-BUS-CON	ProSight Installation& Support	ProSight Business Consultant Hourly Rate	$199.51	$193.40
PRST-TECH-CON	ProSight Installation& Support	ProSight Technical Consultant Hourly Rate	$199.51	$193.40

Transaction Discount for Software Maintenance and Installation Services		
	Implementation Services (only) Value	Discount Off of The Current ESI BPA Schedule for Maintenance & Installation Services
A	$ 1,000	0.0%
B	$ 1,500,000	2.0%
C	$ 3,000,000	3.0%
D	$ 5,000,000	4.0%
E	$ 10,000,000	5.0%
F	$ 20,000,000	6.0%
G	$ 40,000,000	7.0%

1. The Software Maintenance and Installation Services Transaction Discount will be applied to the total Software Maintenance and Installation Services ESI Price (with Funding Fee) of Software Maintenance and Installation Services purchased under a single Order. It is not cumulative over time.
2. Only the Software Maintenance and Installation Services portion of an order shall be used to determine the Software Maintenance and Installation Services Transaction Discount.
3. The Software Maintenance and Installation Services Transaction Discount will only apply to the Software Maintenance and Installation Services portion of an order.
4. In order to reach the Discount Levels specified, the minimum Software Maintenance and Installation Services Value must be achieved for that level.
5. The Software Maintenance and Installation Services Transaction Discount earned on a specific transaction/order will not apply to any previous or future transactions/orders. The Software Maintenance and Installation Services Transaction Discount is order specific.

CALCULATING DISCOUNTS
Step 1: Calculate purchase price based upon the DoD/ESI Price List.
Step 2: Determine the Transaction Discount, if any.
Step 3: Multiply the purchase price from Step 1 by 1 minus the Transaction Discount.
DoD/ESI List Purchase Price * (1-Transaction Discount) = Final Purchase Price

ATTACHMENT C

Attachment C: Report of Sales Format

Order Transactions (OT)
(File Layout Definition)

1. This report is due by the 30th calendar day after each calendar quarter. Report order transactions from Sunday through Saturday (or orders not previously reported) and send to ASCP by COB on the following Thursday.
2. An e-mail response is required for negative reports (no transactions to report).
3. This electronic report needs to be submitted as a Microsoft Excel Spreadsheet, to amsel-dsa-scp-cr@mail1.monmouth.army.mil .
4. No extra spaces, commas, or ampersands allowed in the spreadsheet. Dashes are allowed. File name cannot be more than 50 characters in length. Vendor needs to ensure leading zeros are not dropped. For example, Zip Code "07703" should not appear as "7703"; Order Number "0030" should not appear as "30"; CLIN Number "0003AA" should not appear as "3AA".
5. NOTE: Order Transaction and Vendor Status reports are cross-referenced for reconciliation and therefore, data must be consistent in all 3 reports (i.e. order number, dates, dollar amounts, etc.).

Excel Column	Column Name	Format	Comments
A	Contract Number	Alphanumeric (21)	
B	Order Number	Alphanumeric (30)	1. Must be unique (minimum 4 digits). 2. You cannot report this order more than once in the same file. (The o can have as many line items as you wish). 3. Record order number **exactly** as it appears on the order.
C	Order Mod Number	Alphanumeric (25)	*Data required only when* reporting a MOD.
D	Transaction Type	Alphanumeric (2)	The order types are as follows: CC = Credit Card, DO= Direct Ordering (paper order).
E	Date of Order or date of Order Mod	DD-MMM-YYYY	Report the actual date of the order, or when reporting an order mod, rep the date of the order mod.
F	Date Transaction Cancelled	DD-MMM-YYYY	*Data required only for* Cancelled order/mods.
G	UNSPSC	Alphanumeric (14)	Format is ##.##.##.##.##. Last two positions should be "00" except for L End Servers (32-Bit) = 01 and High End Servers (64-Bit) = 02
H	CLIN Number	Alphanumeric (39)	Unique contract identifier of item being ordered (as identified in contrac i.e. product #, manufacturer part #, contract line item)
I	CLIN Quantity	Number (7,0)	CLIN quantity being ordered.
J	CLIN Unit Price	Number (11,2)	Price per item.
K	CLIN Extended Dollar Amount	Number (11,2)	Extended Dollar Amount = (CLIN quantity x unit price) No formatting (i.e. No $ signs, commas, etc).
L	Dollar amount of Transaction	Number (12,2)	Reflects the dollar amount of this reported transaction (order or order mo
M	POC Last Name	Alphanumeric (35)	Customer's Last Name. (Use this column for customer's full name wher unable to separate first name, last name, title into separate columns)
N	POC First Name	Alphanumeric (35)	Customer's First Name.
O	POC Title	Alphanumeric (35)	Customer's Title (i.e. COL, Mr., Ms., etc.).
P	Telephone Number	Alphanumeric (20)	Customer's telephone number. Format: 9999999999
Q	Email address	Alphanumeric (40)	Customer's email address.
R	Street Address 1	Alphanumeric (40)	First line of the Customer's Ship-To address.
S	Street Address 2	Alphanumeric (40)	Second line of the Customer's Ship-To address.
T	Street Address 3	Alphanumeric (40)	Third line of the Customer's Ship-To address.
U	City	Alphanumeric (27)	Customer's Ship-To City.

V	State	Alphanumeric (2)	Customer's Ship-To State for USA only. Post office two character abbreviation.
W	Country	Alphanumeric (27)	*Data required only when* reporting a country other than USA.
X	5-digit Zip Code	Number (5)	Five-digit Customer Ship-To zip code.
Y	4-digit Zip Code Extension	Number (4)	Four-digit extension Customer Ship-To zip code.
Z	Service or Agency	Alphanumeric (20)	Use the abbreviation from the *Service/Agency* list located at https://ascp.monmouth.army.mil/scp/content/activitylist.jsp
AA	Army Activity	Alphanumeric (20)	*Data required only for Army.* Use the abbreviation from the *Army Activity* list located at https://ascp.monmouth.army.mil/scp/content/activitylist.jsp
AB	Comments	Alphanumeric (2000)	Free text.
AC	COPO#	Numeric	Number Assigned by COPO, if applicable
AD	ASCP Reserved 2	Alphanumeric (2000)	Reserved for Product Leader.

Vendor Status (VS)
(File Layout Definition)

1. This report is due by the 30th calendar day after each calendar quarter.
2. An e-mail response is required for negative reports (no transactions to report).
3. This electronic report needs to be submitted as a Microsoft Excel Spreadsheet, to amsel-dsa-scp-cr@mail1.monmouth.army.mil .
4. No extra spaces, commas, or ampersands allowed in the spreadsheet. Dashes are allowed. File name cannot be more than 50 characters in length.
5. Vendor needs to ensure leading zeros are not dropped. For example, order number 0030 should not appear as 30.
6. When canceling orders, enter the date in the **Date Transaction Cancelled** column in this report.
7. NOTE: Order Transaction and Vendor Status reports are cross-referenced for reconciliation and therefore, data must be consistent in both reports (i.e. order number, dates, dollar amounts, etc.).
8. Format for 16 required columns (all 16 columns are required even when there is no data for a specific column):

Excel Column	Column Name	Format	Comments
A	Contract Number	Alphanumeric (21)	
B	Order Number	Alphanumeric (30)	Record order number **exactly** as it appears on the order.
C	Order Mod Number	Alphanumeric (25)	*Only Required when* reporting a mod.
D	Date Received by Vendor	DD-MMM-YYYY	(i.e. 09-FEB-2002)
E	Date Rejected by Vendor	DD-MMM-YYYY	*Data required only for* rejected orders.
F	Date Accepted by Vendor	DD-MMM-YYYY	A Vendor receives an order and either rejects it or accepts it as a valid order.
G	Date Transaction Cancelled	DD-MMM-YYYY	*Data required only for* Cancelled order/mods.
H	Projected Ship Date by Vendor	DD-MMM-YYYY	*Data required only when* reporting a projected ship date.
I	Vendor Ship Date	DD-MMM-YYYY	For all orders shipped by the Vendor.
J	Projected Delivery Date	DD-MMM-YYYY	*Data required only when* reporting a projected delivery date.
K	Contractually Due Date	DD-MMM-YYYY	This is a date calculated by the Vendor that shows when the order is contractually due. This formula is agreed to by the Product Leader and Vendor and takes into consideration contract requirements such as CONUS, OCONUS, SURGE, NON-SURGE, SERVICES, etc.
L	Service Start Date	DD-MMM-YYYY	*Data required only when* reporting services.
M	Service Completion Date	DD-MMM-YYYY	*Data required only when* reporting services.
N	Comments	Alphanumeric (2000)	Free text.
O	COPO#	Numeric	Number Assigned by COPO, if applicable
P	ASCP Reserved 2	Alphanumeric (2000)	Reserved for Product Leader.

Fee For Service (FFS)
(File Layout Definition)

1. FFS report applies to applicable ESI agreements only.
2. Report is due to ASCP by the 30th calendar day after each calendar quarter. The data reported is for that reporting period activity only (not a cumulative listing).
3. If no payments were received during the previous month, a negative report is required.
4. This electronic report needs to be submitted as a Microsoft Excel Spreadsheet, to amsel-dsa-scp-cr@mail1.monmouth.army.mil .
5. No extra spaces, commas, or ampersands allowed in the spreadsheet. Dashes are allowed. File name cannot be more than 50 characters in length.
6. Vendor needs to ensure leading zeros are not dropped. For example, order number 0030 should not appear as 30.
7. SPECIAL NOTE TO VENDOR(S): Order Transaction, Vendor Status, and Fee for Service reports are cross-referenced for reconciliation and therefore, data must be consistent in all 3 reports (i.e. order number, dates, dollar amounts, etc.).

EXCEL COLUMN	COLUMN NAME	COLUMN FORMAT	COMMENTS
A	Report Number	Alphanumeric (21)	Must be Unique.
B	Report Type	Alphanumeric (21)	Use one of the following codes **I** = Initial Report **R =** Replace all previously reported information for this frame with this new data **M** = This report modifies some of the information reported during this time frame
C	Report Start Date	DD-MON-YYYY	(i.e. 01-MAR-2002)
D	Report End Date	DD-MON-YYYY	(i.e. 31-MAR-2002)
E	Contract Number	Alphanumeric (21)	
F	Order Number	Alphanumeric (30)	Must be reported **exactly** as shown on the customer order.
G	Order Mod Number	Alphanumeric (25)	*Data required only when* reporting a MOD.
H	Dollar Amount of Transaction	Number (12,2)	Reflects dollar amount of the transaction (order or MOD being reported). No formatting (i.e. No $ signs, commas, etc).
I	Date Transaction Sent to Vendor	DD-MON-YYYY	(i.e. 09-FEB-2002)
J	1 Percent Fee for Transaction	Number (12,2)	
K	Previous Payment Made on Transaction	Number (12,2)	
L	Current Payment	Number (12,2)	
M	Remaining Amount to be Paid	Number (12,2)	
N	Transaction Type	Alphanumeric (2)	Order types are as follows: CC = Credit Card DO = Direct Ordering (paper direct to vendor) PA = Paper (sent to vendor by COPO)
O	Other Agency Share Fee Payable	Number (12,2)	If applicable. Fee share amount due to either Navy, AF or DLA (50% of Column L)
P	Other Agency for Share Fee	Alphanumeric (21)	If applicable. Identify as 'USN', 'DLA', or 'USAF' generated Delivery Order
Q	Army Fee Payable	Number (12,2)	If applicable. Column L minus Column O Amounts
R	Comments	Alphanumeric (2000)	Free text.
S	COPO#	Numeric	Number Assigned by COPO, if applicable.
T	ASCP Reserved 2	Alphanumeric (2000)	Reserved for Product Leader.

Fee For Service (FFS) (Continued)
(File Layout Definition)

The FFS payment is calculated by dividing the "Amount Paid to Vendor" column on the army Fee-for-Service Reconciliation Report by 1.01, and then multiplying this value by .01. (Example provided below):

A	B	C
DOLLAR AMOUNT OF TRANSACTION	COLUMN A DIVIDED BY 1.01	SCP 1% FFS (1% OF COLUMN B)
$1,000.00	$990.10	$9.90

NOTE: The rounding feature in Excel is <u>not</u> to be utilized when totaling columns of numbers.

SAMPLE
VENDOR REPORT FORMAT

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
REPORT NUMBER	REPORT TYPE	REPORT START DATE	REPORT END DATE	CONTRCT NUMBER	ORDER NUMBER	MOD NUMBER	DOLLAR AMOUNT OF TRANS	DATE TRANS SENT TO VENDOR	1 PERCENT FEE FOR TRANS	PREVIOUS PYMT MADE ON TRANS	CURRENT PYMT	REMAINING AMOUNT TO BE PAID	TRANS TYPE	Other Agency Fee Payment
FFS2002-03	I	1-Mar-2002	31-Mar-2002	DAAB15-XX-X-XXXX	DO01		100000.00	14-Mar-2002	990.10	0.00	990.10	0.00	DO	495.05
FFS2002-03	I	1-Mar-2002	31-Mar-2002	DAAB15-XX-X-XXXX	DO01	0001	10000.00	15-Mar-2002	99.01	0.00	99.01	0.00	DO	0
FFS2002-03	I	1-Mar-2002	31-Mar-2002	DAAB15-XX-X-XXXX	DO16		25000.00	10-Jan-2002	247.52	100.00	100.00	47.52	DO	50.00
FFS2002-03	I	1-Mar-2002	31-Mar-2002	DAAB15-XX-X-XXXX	DO25		5000.00	12-Mar-2002	49.50	0.00	49.50	0.00	CC	0

Q	R	S	T
Army Fee Payment	Comments	ASCP Reserved 1	ASCP Reserved 2
495.05			
99.01			
50			
49.50			

- **NOTE**: REPORT BREAKS BY SPECIFIC CONTRACT/BPA WHEN VENDOR HOLDS MORE THAN 1 CONTRACT/BPA.

ATTACHMENT D
LETTER OF TRANSMITTAL FOR ARMY FEE PAYMENTS

MEMORANDUM FOR Army Small Computer Program
PEO Enterprise Information Systems
Assistant Project Manager, Army Small Computer Program
SFAE-PS-EI-SCP (Attn: Margaret Kirsch)
Fort Monmouth, NJ 07703-5605

From: ProSight Inc.
              Operations Department
              9600 SW Barnes Road, Suite 300
              Portland, Oregon 97225

SUBJECT: Collection of Checks for (name of company and BPA/contract Number)- FY05-06, etc.

1. Collection of the check will include the following:

      a. Please make check payable to United States Treasury
      b. Mail original check to address below:

         PEO Enterprise Information Systems
         Assistant Project Manager, Army Small Computer Program
         SFAE-PS-EI-SCP (Attn: Margaret Kirsch)
         Building 283 (Squier Hall)
        Fort Monmouth, NJ 07703-5605

2. Direct questions to: Margie Kirsch
             732.427.6613

3. Provide copies of this letter, check and delivery order report electronically to:

AMSEL-dsa-scp-CR@mail1.monmouth.army.

LETTER OF TRANSMITTAL FOR AIR FORCE FEE PAYMENTS

(COMPANY NAME)

(Date)

MEMORANDUM FOR DFAS OPLOC/PE
          130 West Ave., Suite A
          Bldg 603-2, Code FDA-SSG
          Pensacola, Florida 32508-5120

FROM: (Company Name)
       (Street Address)
       (City, State, and Zip Code)

SUBJECT: Collection of Checks for ESI SW Surcharge – FY 05

1. Line of accounting to collect this check into is: AA 97X4930.FF12 RVCN G2291 0 068142 3F 000000 913111 VCHCK JON: JA05CITPAD00

2. Direct questions to **(Company POC, Phone Number)**.

(Signature)

1 Atch: Check #

Also provide a copy of the check and transmittal letter sent to DFAS, Pensacola to the following address.

HQ OSSG/KAU
Financial Management
501 East Moore Drive
MAFB-Gunter Annex, AL 36114-3014

Mail, fax or e-mail is an acceptable means for forwarding the HQ OSSG/KAU copy.
Fax number is: (334) 416-1351
E-mail address is: karen.molloy@gunter.af.mil

LETTER OF TRANSMITTAL FOR DISA FEE PAYMENTS

(COMPANY NAME)

(Date)

MEMORANDUM FOR DFAS/ADOFA/COIN
                8899 E. 56th Street
                Indianapolis, IN 46249-1500

FROM: (Company Name)
        (Street Address)
        (City, State, and Zip Code)

SUBJECT: Collection of Checks for ESI SW Surcharge – FY 05

1. Line of accounting to collect this check into is:
    9750100.4300 P548ZZH20 DC 2531 DDCMO53004 S12137

2. Direct questions to **(Company POC, Phone Number)**.

1 Attach: Check #

Also provide a copy of the check and transmittal letter sent to DFAS,
Indianapolis to the following address.

Defense Information Systems Agency
ATTN: Vera Thompson, Code: SI25
5600 Columbia Pike, Suite 962
Falls Church, VA 22041-2717

Postal mail, fax or e-mail is an acceptable means for forwarding the DISA ESI
PMO copy.
Fax number is: (703) 681-2785
E-mail address is: thompsov@ncr.disa.mil

Financial Ordering Status of Current SmartBUY Agreements

Sales report is based on Based FY Year Inceptions

Please Provide Sales information based ANY agency not just GSA that are using the SmartBuy agre

Contractor's Name : TBA

Please segregate by agency:

Agency Name	Special Item Number (SIN)	Item Description	Individual Sales Year(s) With IFF	Without IFF
GSA	132-32	etc		
GSA	132-51	Professional Services		
GSA	132-34	etc		
DOT	132-8	Desktop Computers		
DOT	etc			
EPA				
EPA				

Total Sales Year